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19 **Attorneys for Plaintiffs**

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **COUNTY OF SAN DIEGO**

22 JANE DOE NOS. 1 - 14, inclusive, individuals;

23 Plaintiffs,

24 v.

25 GIRLSDOPORN.COM, a business organization,  
26 form unknown; MICHAEL J. PRATT, an  
27 individual; ANDRE GARCIA, an individual;  
28 MATTHEW WOLFE, an individual; BLL  
MEDIA, INC., a California corporation; BLL  
MEDIA HOLDINGS, LLC, a Nevada limited  
liability company; DOMI PUBLICATIONS,  
LLC, a Nevada limited liability company; EG  
PUBLICATIONS, INC., a California  
corporation; MIM MEDIA, LLC, a California  
limited liability company; BUBBLEGUM  
FILMS, INC., a business organization, form  
unknown; OH WELL MEDIA LIMITED, a  
business organization, form unknown; MERRO  
MEDIA, INC., a California corporation; MERRO  
MEDIA HOLDINGS, LLC, a Nevada limited  
liability company; and ROES 1 - 550, inclusive,

Defendants.

CASE NO.:

**FIRST AMENDED COMPLAINT**

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. Intentional Infliction of Emotional Distress
6. Misappropriation of Name & Likeness  
[Common Law]
7. Misappropriation of Name & Likeness  
[Civ. C. § 3344]
8. Negligence
9. Breach of Contract
10. Promissory Estoppel
11. Unlawful & Fraudulent Business Practices  
[Bus. & Prof. Code §17200]
12. Fraudulent Transfer

**FILED**  
**SAN DIEGO SUPERIOR COURT**  
**DEC 14 2016**  
**CLERK OF THE SUPERIOR COURT**  
BY: T. RAY

1       Plaintiffs JANE DOES NOS. 1 - 14, inclusive, individuals, (all plaintiffs collectively, "The  
2 Plaintiffs") bring this first amended complaint against defendants GIRLSDOPORN.COM, a business  
3 organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual;  
4 MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA  
5 HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada  
6 limited liability company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC,  
7 a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form  
8 unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA,  
9 INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability  
10 company; and ROES 1 - 550, inclusive (all defendants collectively, "The Defendants").

#### 11                                   THE PARTIES

- 12 1.     Plaintiff JANE DOE NO. 1 is an individual residing in San Diego County, California.
- 13 2.     Plaintiff JANE DOE NO. 2 is an individual residing in San Diego County, California.
- 14 3.     Plaintiff JANE DOE NO. 3 is an individual residing in Miami-Dade County, Florida.
- 15 4.     Plaintiff JANE DOE NO. 4 is an individual residing in Monmouth County, New Jersey.
- 16 5.     Plaintiff JANE DOE NO. 5 is an individual residing in Alachua County, Florida.
- 17 6.     Plaintiff JANE DOE NO. 6 is an individual residing in St. Tammany Parish, Louisiana.
- 18 7.     Plaintiff JANE DOE NO. 7 is an individual residing in Dallas County, Texas.
- 19 8.     Plaintiff JANE DOE NO. 8 is an individual residing in San Diego County, California.
- 20 9.     Plaintiff JANE DOE NO. 9 is an individual residing in Bexar County, Texas.
- 21 10.    Plaintiff JANE DOE NO. 10 is an individual residing in Los Angeles County, California.
- 22 11.    Plaintiff JANE DOE NO. 11 is an individual residing in Knox County, Tennessee.
- 23 12.    Plaintiff JANE DOE NO. 12 is an individual residing in Charlotte County, Florida.
- 24 13.    Plaintiff JANE DOE NO. 13 is an individual residing in Miami-Dade County, Florida.
- 25 14.    Plaintiff JANE DOE NO. 14 is an individual residing in Alberta, Canada.

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1 15. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of  
2 business in San Diego County, California.

3 16. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego  
4 County, California.

5 17. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place  
6 of business in Clark County, Nevada.

7 18. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of  
8 business in Clark County, Nevada.

9 19. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in  
10 San Diego County, California.

11 20. M1M MEDIA, LLC is a California limited liability company with its principal place of business  
12 in San Diego County, California.

13 21. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information  
14 and belief, its "principal place of business" in Port Vila, Vanuatu.

15 22. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information  
16 and belief, its "principal place of business" in Port Vila, Vanuatu.

17 23. MERRO MEDIA, INC. is a California corporation with its principal place of business in San  
18 Diego County, California.

19 24. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal  
20 place of business in Clark County, Nevada.

21 25. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA  
22 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC,  
23 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO  
24 MEDIA HOLDINGS, LLC; and ROES 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the  
25 business of online pornography production, distribution, and sales. On information and belief, THE  
26 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,  
27 without limitation, [www.girlsdoporn.com](http://www.girlsdoporn.com).

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1 26. MICHAEL J. PRATT ("PRATT") is an individual residing in San Diego County, California.  
2 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,  
3 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

4 27. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On  
5 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS  
6 – as well as a participant and "actor" in their pornography.

7 28. MATTHEW WOLFE ("WOLFE") is an individual residing in San Diego County, California.  
8 On information and belief, he is a sales agent and representative for each of THE ENTITY  
9 DEFENDANTS – as well as a videographer of their pornography.

10 29. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales  
11 agents, representatives, videographers, and/or "actors" of THE ENTITY DEFENDANTS.

12 ~~30. The Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued~~  
13 herein as ROES 1 - 550, inclusive, and therefore sue these defendants by such fictitious names and  
14 allege that ROES 1 - 550 are responsible in some manner for the occurrences herein alleged. The  
15 Plaintiffs will amend this complaint to allege their true names, capacities, and/or liabilities when  
16 ascertained.

17 31. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and  
18 contracting with The Plaintiffs, The Defendants were agents, servants, representatives, partners, joint  
19 venturers, affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions  
20 herein alleged. The Defendants were and are acting within the course and scope of their authority as  
21 such agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or  
22 employees and with the permission, authorization, consent, and ratification of each other.

23 32. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and  
24 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and  
25 ROES 251 – 550 acted as alter egos of each other. In particular, they: (a) commingled their funds and  
26 other assets, failed to segregate funds between them, and have without authorization diverted corporate  
27 funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of  
28 one other to themselves and third parties haphazardly and without authority; (d) held themselves out as

1 being personally liable for the debts of each other; (e) failed to maintain minutes and corporate records,  
2 and confused of the records of the separate entities; (f) used the same business locations and employed  
3 the same employees; (g) failed to adequately capitalize the entities; (h) used each other as a conduit for  
4 a single venture of themselves; (i) failed to maintain arm's length relationships among themselves; and  
5 (j) diverted assets without consideration from/to one another to the detriment of creditors, including  
6 The Plaintiffs. Recognition of the privilege of separate existences between these defendants would  
7 promote injustice, unfairness, and fraud. Any separateness is to be disregarded. As such, The  
8 Defendants are jointly and severally liable in this action as alter egos.

#### 9 JURISDICTION AND VENUE

10 33. This Court has jurisdiction over The Defendants as they are physically present in San Diego  
11 County, California and/or because The Defendants committed the subject acts and omissions in San  
12 Diego County, California.

13 34. Venue is proper as San Diego County is where The Defendants reside and have their principal  
14 place of business, the subject contracts were entered into, and/or the obligations and liability arose.

#### 15 FACTUAL ALLEGATIONS

##### 16 The Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography

17 35. PRATT, GARCIA, WOLFE and the rest of The Defendants operate a San Diego-based  
18 pornography business, which irreparably damages the lives of young women from San Diego and  
19 across the country.

20 36. The Defendants collectively run pornography websites, the main website being  
21 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than  
22 the San Diego Padres website.

23 37. The young women appearing in The Defendants' amateur pornography come from good  
24 families, have never appeared in pornography before, are often paying their way through school, and  
25 are just beginning their careers and adulthood. So, there is only way The Defendants can convince  
26 these women to have sex on film or produce other adult video material: The Defendants lie to them.

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1 38. The Defendants advertise themselves across the country as a legitimate Southern California  
2 modeling agency - on Craigslist and other websites, or even on sham websites they created, e.g.,  
3 www.beginmodelling.com. The Defendants ask for the name, age, height, weight, state, city, email,  
4 and phone number of each applicant, ask for photos, and, if The Defendants feel they have attracted a  
5 proper target, reach out to the women by phone and/or email in order to feel the women out more.  
6 Eventually, if a proper target, The Defendants offer the young women thousands of dollars for adult  
7 film work.

8 39. When the young women ask The Defendants where they will distribute the video, The  
9 Defendants assure them that they will not post the video online (or cause it to be so posted), they will  
10 not distribute the video in the United States (or cause it to be so distributed), and they will keep each  
11 woman anonymous. The Defendants represent the videos will be on DVDs overseas and for private  
12 use. If needed for convincing, The Defendants provide a reference woman, who previously shot a  
13 video (but, whose video is not yet released), to vouch for The Defendants and promise the same  
14 security, limited distribution, and anonymity.

15 40. In their discussions with these young woman, The Defendants use aliases and mention nothing  
16 about their website(s) where they plan to post the videos, or the websites on which they plan to  
17 publically promote and advertise the videos. The Defendants also mention nothing about: (a) all of the  
18 other young women whose lives they have irreparably damaged earlier by The Defendants' video  
19 publication and promotion; (b) all of the other young women imploring them to stop and to take down  
20 their videos; and (c) all of the complaints that they (and their legal counsel) have received from other  
21 young women and their families.

22 41. After The Defendants lie to the young women, they book rooms (usually under PRATT'S  
23 name) at upscale San Diego County hotels, most often at major high-end chains in downtown San  
24 Diego (e.g., Hilton, Hyatt, Marriot). If the young women are not in Southern California, The  
25 Defendants pay for their airfare to San Diego (again, usually using PRATT'S name / credit card).

26 42. Then, without hotel knowledge and consent, and, on information and belief, without any license  
27 or permit whatsoever, The Defendants sneak videography equipment into the hotel - hiding the  
28 equipment in large suitcases - in order to produce the amateur pornography.

1 43. Once the young women are confined to the hotel room, The Defendants present them with  
2 documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while  
3 continuing to orally misrepresent their intent for the video's eventual distribution; (c) while continuing  
4 to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based  
5 pornography website that has damaged other young women's lives); and (d) often lying about the  
6 purported nature and effect of the documents.

7 44. Around one month after filming, despite their earlier representations, The Defendants release  
8 the videos on, at least, [www.girlsdoporn.com](http://www.girlsdoporn.com) (their monthly subscription-based website) and  
9 [www.girls-do-porn.com](http://www.girls-do-porn.com) (a free website with clips of the videos that then directs the user to  
10 [www.girlsdoporn.com](http://www.girlsdoporn.com)). The Defendants also release/license all or part of the videos all over the  
11 internet on a multiple of free pornography websites – in part, to advertise [www.girlsdoporn.com](http://www.girlsdoporn.com) with  
12 ~~the images and likenesses of the young women.~~ (Interestingly, and by no accident, GARCIA'S (and  
13 any other male participant's) face is never shown in any video.) Soon thereafter, someone who knows  
14 one of the young women will notify them the video is online. This becomes the first time the young  
15 women have ever heard of The Defendants' main website: [www.girlsdoporn.com](http://www.girlsdoporn.com).

16 45. When the young women reach out to The Defendants, they discover The Defendants have  
17 changed their phone numbers (they use disposable phones and/or changeable Internet phone numbers)  
18 and have also used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and  
19 WOLFE often uses "Ben" or "Isaac"). The Defendants then refuse to talk to the women, hang up on  
20 them, and/or block their calls. If the women get in contact with The Defendants' counsel, they refuse to  
21 even give The Plaintiffs copies of any documents signed and threaten them with legal action.

22 46. After The Defendants cause the videos to be distributed online, The Defendants, their  
23 subscribers, and/or Internet stalkers release The Plaintiffs' real names online, usually on blogs followed  
24 by "fans" and subscribers of [www.girlsdoporn.com](http://www.girlsdoporn.com). As a result (of which The Defendants are  
25 cognizant), third parties often then stalk, harass, bully, and blackmail the young women and their  
26 families – online, by telephone, and in-person.

27 47. Because of The Defendants, some of these young women lose relationships with friends,  
28 significant others, and family. Some lose or change jobs, and some are forced to leave their school.

1 Months to years after the videos, many are still harassed by strangers on the Internet. And almost all  
2 have suffered severe psychological and emotional damage -- some have even considered suicide.

3 48. Below, are more specific facts and claims of fourteen (14) plaintiff young women.

4 **JANE DOE NO. 1**

5 49. In July 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling  
6 section for the Las Vegas area, seeking young women for adult modeling.

7 50. That same month, JANE DOE NO. 1 responded to the advertisement and corresponded with  
8 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA eventually  
9 offered her \$9,200 for 3 videos.

10 51. That same month, in July 2015, GARCIA told JANE DOE NO. 1 on the phone that they would  
11 not post the videos online, they would not distribute the videos in the United States, and that she would  
12 remain anonymous. GARCIA told her the video would go to *one* "private buyer" overseas in Australia  
13 - and would only be in DVD format. They had her speak with another women, who assured her the  
14 videos do not get leaked.

15 52. On August 3, 2015, September 14, 2015, and September 22, 2015, JANE DOE NO. 1 made  
16 adult videos for The Defendants at The Palomar in downtown San Diego, 707 10<sup>th</sup> Avenue in  
17 downtown San Diego, and at the Coronado Island Marriott, respectively. Before each shoot, GARCIA  
18 and WOLFE (going by his alias "Ben"), again, assured JANE DOE NO. 1 they would not post the  
19 videos online, they would not distribute the videos in the United States, and that she would remain  
20 anonymous. They assured her there was nothing to worry about, promised her privacy, and said  
21 nobody she knew would see the videos.

22 53. They continued to make these representations when providing her with documents, which  
23 GARCIA and WOLFE did not let JANE DOE NO. 1 thoroughly read; they also distracted her and told  
24 her the documents merely said the films would be for video format in Australia.

25 54. After the videos, The Defendants reneged on their promise to pay JANE DOE NO. 1 the \$9,200  
26 and only paid her \$8,200.

27 55. In October 2015, The Defendants released JANE DOE NO. 1's videos on their website,  
28 www.girlsdoporn.com, and other websites, which were then discovered by her high school, college, and



1 graduate school friends and acquaintances – as well her family.

2 56. Also around October 2015, The Defendants, their subscribers, and/or third parties leaked JANE  
3 NO. DOE 1's real name and her contact information (social media, phone, email, etc.) on other  
4 websites, including, at least, the blog [www.pornwikileaks.com](http://www.pornwikileaks.com). JANE DOE NO. 1 was harassed  
5 through social media, text message, and phone. People emailed and called JANE DOE NO. 1's college  
6 and graduate school students, faculty, and deans, calling her a "whore, slut, disgrace, etc.," sent links to  
7 or screenshots of her videos, and tagged her boyfriend on social media with the video.

8 **JANE DOE NO. 2**

9 57. In Around February 2015, The Defendants posted an advertisement on Craigslist.com in the  
10 gigs/modeling section for San Diego, CA, seeking young women for adult modeling.

11 58. That same month, JANE DOE NO. 2 responded to the advertisement and corresponded with  
12 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA offered her  
13 \$6,000 for 2 videos.

14 59. That same month, GARCIA told JANE DOE NO. 2 on the phone that they would not post the  
15 videos online, they would not post the video online, they would not distribute the video in the United  
16 States, and that she would remain anonymous. They told her the video would go to "private buyers"  
17 overseas and would only be in DVD format. They further told her the "private buyers" had contracts,  
18 which prevented them from sharing or distributing the videos. They had her speak with another  
19 women, who assured her the videos do not get leaked.

20 60. On February 1, 2015 and February 19, 2015, JANE DOE NO. 2 made adult videos for The  
21 Defendants at the Hard Rock Hotel in downtown San Diego and a downtown condo, respectively.  
22 Before each shoot, GARCIA and WOLFE (going by his alias "Isaac") assured JANE DOE NO. 2 they  
23 would not post the video online, they would not distribute the video in the United States, and that she  
24 would remain anonymous. They assured her there was nothing to worry about, promised her privacy,  
25 and said nobody she knew would see the videos.

26 61. They continued to make these representations when providing her with documents, which  
27 GARCIA and WOLFE did not let JANE DOE NO. 2 thoroughly read; they also distracted her and told  
28 her they was merely a "tax form" and "privacy agreement."

62. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 2 the \$6,000 and only paid her \$5,000.

63. On or about April 10, 2015, The Defendants released JANE DOE NO. 2's video on www.girlsdoporn.com and other websites, which was discovered by her friends and acquaintances – as well her family.

64. Also around April 10, 2015, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 2's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 2 was harassed through social media, text message, and phone. She was called her a “whore, slut, disgrace, etc.” and people sent her friends and acquaintances links to or screenshots of her video, and tagged her boyfriend on social media with the video.

**JANE DOE NO. 3**

65. In March 2014, The Defendants posted an advertisement on exploretalent.com, seeking young women for adult modeling in San Diego, CA.

66. That same month, JANE DOE NO. 3 responded to the advertisement and corresponded with GARCIA (going by his alias “Jonathan”) by email and text message. GARCIA offered her \$3,000 to do an adult video. JANE DOE NO. 3 asked GARCIA where the video would be distributed. GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. GARCIA told her the video would be on DVD and only distributed overseas in South America.

67. On March 23, 2014, JANE DOE NO. 3 made an adult video for The Defendants at the Hilton San Diego Bayfront. Before the shoot, GARCIA and WOLFE (going by his alias “Ben”), again, assured JANE DOE NO. 3 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

68. They continued to make these representations when providing her with documents, which GARCIA and WOLFE said were merely to ensure her privacy and that she would be compensated.

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69. Around July 4, 2014, The Defendants released JANE DOE NO. 3's video on www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-workers, and employer.

70. Also around July 4, 2014, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 3's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO. 3 through social media, text message, and phone. She has been shunned and blackmailed by friends and coworkers.

**JANE DOE NO. 4**

71. In April 2013, The Defendants, going by their alias "Bubblegum Casting," posted an advertisement on Craigslist.com in the gigs/modeling section for Eastern, North Carolina, seeking young women for modeling.

72. That same month, JANE DOE NO. 4 responded to the advertisement and corresponded with WOLFE by email and text message. JANE DOE NO. 4 also FaceTimed with WOLFE and GARCIA. WOLFE and GARCIA offered her \$2,000 to do an adult video. JANE DOE NO. 4 asked WOLFE and GARCIA where the video would be distributed. WOLFE and GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. WOLFE and GARCIA told her the video would be on DVD and would go only to a video store in Australia.

73. On April 9, 2013, JANE DOE NO. 4 made an adult video for The Defendants at the downtown San Diego Marriott. The Defendants booked the room under WOLFE'S name. Before the shoot, GARCIA and WOLFE, again, assured JANE DOE NO. 4 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

74. They continued to make these representations when providing her with documents, which GARCIA and WOLFE did not let JANE DOE NO. 4 thoroughly read; they also gave JANE DOE NO. 4 alcohol and she was intoxicated when signing the documents.

1 75. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 4 the \$2,000 and  
2 only paid her \$400 (they gave her stack of cash with twenty dollar bills on top, but clandestinely filled  
3 the middle with one dollar bills).

4 76. Around June 2013, The Defendants released JANE DOE NO. 4's videos on  
5 www.girlsdoporn.com and other websites, including www.pornhub.com, which were then discovered  
6 by her family and friends.

7 77. Also around June 2013, The Defendants, their subscribers, and/or third parties leaked JANE  
8 DOE NO. 4's real name and her contact information (social media, phone, email, etc.) on other  
9 websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO.  
10 4 through social media, text message, and phone. JANE DOE NO. 4 became depressed, could not  
11 leave the house, was bullied, was blackmailed, and her car was vandalized.

12 **JANE DOE NO. 5**

13 78. In August 2014, The Defendants posted an advertisement on Craigslist.com, seeking young  
14 women for adult modeling in Gainesville, Florida.

15 79. That same month, JANE DOE NO. 5 responded to the advertisement and corresponded with  
16 GARCIA (going by his alias "Jonathan") and PRATT or WOLFE (going by the alias "Mike") by email  
17 and text message. They offered her \$3,000.00 to do an adult video. JANE DOE NO. 5 asked them  
18 where the video would be distributed. They told her they would not post the video online, they would  
19 not distribute the video in the United States, and that she would remain anonymous. They told her the  
20 video would only go to a private collector in Australia. They had her speak with another women, who  
21 assured her the videos do not get leaked.

22 80. On August 29, 2014 and in early September 2014, JANE DOE NO. 5 made adult videos for The  
23 Defendants at the Hilton San Diego Bayfront. Before the shoots, GARCIA and PRATT or WOLFE,  
24 again, assured JANE DOE NO. 5 they would not post the video online, they would not distribute the  
25 video in the United States, and that she would remain anonymous. They assured her there was nothing  
26 to worry about, promised her privacy, and said nobody she knew would see the videos.

27 81. They continued to make these representations when providing her with documents, which they  
28 did not let JANE DOE NO. 5 thoroughly read; they told her they were merely documents saying she

1 was sober.

2 82. Around mid-December, 2014, The Defendants released JANE DOE NO. 5's video on  
3 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
4 people in her hometown.

5 83. Also on information and belief, around mid-December, 2014, The Defendants, their subscribers,  
6 and/or third parties leaked JANE DOE NO. 5's real name and her contact information (social media,  
7 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People  
8 then harassed, threatened, and bullied JANE DOE NO. 5 through social media, text message, and  
9 phone.

10 **JANE DOE NO. 6**

11 84. In May 2016, The Defendants posted an advertisement on Craigslist.com, seeking young  
12 ~~women for adult modeling in Baton Rouge, Louisiana.~~

13 85. That same month, JANE DOE NO. 6 responded to the advertisement and corresponded with  
14 GARCIA (going by his alias "Jonathan") by email and text message. GARCIA offered her \$7,000 to  
15 do an adult video. JANE DOE NO. 6 asked them where the video would be distributed. GARCIA told  
16 her they would not post the video online, they would not distribute the video in the United States, and  
17 that she would remain anonymous. They told her the video would only go to DVDs in Australia. They  
18 had her speak with another women, who assured her the videos do not get leaked.

19 86. On May 19, 2016, JANE DOE NO. 6 made an adult video for The Defendants at the Coronado  
20 Island Marriot. Before the shoot, GARCIA and ROE 251 (going by his alias "Ted") and The  
21 Defendants' makeup artist ("Riva") assured JANE DOE NO. 6 they would not post the video online,  
22 they would not distribute the video in the United States, and that she would remain anonymous. They  
23 assured her there was nothing to worry about, promised her privacy, and said nobody she knew would  
24 see the videos. In fact, GARCIA said The Defendants had never had an issue with the videos getting  
25 released, going viral, or anyone seeing the videos in the United States.<sup>1</sup>

26 ///

27 \_\_\_\_\_  
28 <sup>1</sup> Notably, this is a month *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action  
for, among other things, fraud and mass Internet distribution of their videos.

1 87. They continued to make these representations when providing her with documents, which  
2 GARCIA and ROE 251 did not let JANE DOE NO. 6 thoroughly read, and they told her the documents  
3 reiterated what they already discussed.

4 88. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 6 the \$7,000  
5 and only paid her \$4,500.

6 89. Around early August 2016, The Defendants released JANE DOE NO. 6's video on  
7 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
8 people in her hometown.

9 90. Also on information and belief, in early August 2016, The Defendants, their subscribers, and/or  
10 third parties leaked JANE DOE NO. 6's real name and her contact information (social media, phone,  
11 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 6  
12 became depressed, could not leave the house, and considered dropping out of school.

13 **JANE DOE NO. 7**

14 91. In October 2013, The Defendants posted an advertisement on Craigslist.com, seeking young  
15 women for adult modeling in Dallas, Texas.

16 92. That same month, JANE DOE NO. 7 responded to the advertisement and corresponded with  
17 GARCIA and WOLFE. They offered her \$2,000 to do an adult video. JANE DOE NO. 7 asked them  
18 where the video would be distributed. GARCIA told her they would not post the video online, they  
19 would not distribute the video in the United States, and that she would remain anonymous. They told  
20 her the video would only go to DVDs in Australia.

21 93. In October 2013, JANE DOE NO. 7 made an adult video for The Defendants at the Rancho  
22 Bernardo Inn. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 7 they would not post  
23 the video online, they would not distribute the video in the United States, and that she would remain  
24 anonymous. They assured her there was nothing to worry about, promised her privacy, and said  
25 nobody she knew would see the videos.

26 94. They continued to make these representations when providing her with documents, which  
27 GARCIA and WOLFE did not let JANE DOE NO. 6 thoroughly read, and they told her they were  
28 merely documents saying the video's distribution was on DVD in Australia only.

1 95. On or before July 2016, The Defendants released JANE DOE NO. 7's video on  
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
3 people in her hometown.

4 96. Also on information and belief, on or before July 2016, The Defendants, their subscribers,  
5 and/or third parties leaked JANE DOE NO. 7's real name and her contact information (social media,  
6 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE  
7 DOE NO. 7 became depressed, discriminated against, humiliated, and deeply traumatized.

8 **JANE DOE NO. 8**

9 97. In July 2016, The Defendants posted an advertisement on Craigslist.com, seeking young women  
10 for adult modeling in San Diego, California.

11 98. That same month, JANE DOE NO. 8 responded to the advertisement and corresponded with  
12 ~~GARCIA and PRATT or WOLFE by email and text message. They offered her \$2,000 to do an adult~~  
13 video. JANE DOE NO. 8 asked them where the video would be distributed. They told her they would  
14 not post the video online, they would not distribute the video in the United States, and that she would  
15 remain anonymous. They told her the video was for private use and would not be so used for many  
16 years.

17 99. On or about July 18, 2016 and August 5, 2016, JANE DOE NO. 8 made adult videos for The  
18 Defendants at L'Auberge Del Mar and a condo downtown, respectively. Before the shoots, GARCIA,  
19 PRATT or WOLFE, and The Defendants' makeup artist ("Riva") assured JANE DOE NO. 8 they  
20 would not post the video online, they would not distribute the video in the United States, and that she  
21 would remain anonymous. They assured her there was nothing to worry about, promised her privacy,  
22 and said nobody she knew would see the videos. In fact, GARCIA said The Defendants had never had  
23 an issue with the videos getting released, going viral, or anyone seeing the videos in the United States.<sup>2</sup>

24 100. They continued to make these representations when providing her with documents, which  
25 GARCIA and PRATT or WOLFE did not let JANE DOE NO. 8 thoroughly read, and they told her they  
26 were merely "protocol" and documents saying, "it was okay to film."

27  
28 <sup>2</sup> This is almost 6 months *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action  
for, among other things, fraud and mass Internet distribution of their videos.

1 101. In or around September 2016, The Defendants released JANE DOE NO. 8's video on  
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
3 people in her hometown.

4 102. Also on information and belief, in or around September 2016, The Defendants, their  
5 subscribers, and/or third parties leaked JANE DOE NO. 8's real name and her contact information  
6 (social media, phone, email, etc.) on other websites, including, at least, the blog  
7 www.pornwikileaks.com. JANE DOE NO. 8 became depressed, could not leave the house, and  
8 debated suicide several times.

9 **JANE DOE NO. 9**

10 103. In April 2014, The Defendants posted an advertisement on Craigslist.com, seeking young  
11 women for adult modeling in San Antonio, Texas.

12 ~~104. That same month, JANE DOE NO. 9 responded to the advertisement and corresponded with~~  
13 WOLFE and PRATT by email and text message. They offered her \$3,500 to do adult videos. JANE  
14 DOE NO. 9 asked them where the videos would be distributed. GARCIA told her they would not post  
15 the videos online, they would not distribute the videos in the United States, and that she would remain  
16 anonymous. When JANE DOE NO. 9 said she did not want the videos online, they said, "No, we  
17 wouldn't do that, you'll be fine and protected – it's discreet and professional." They told her the videos  
18 were for a DVD overseas.

19 105. In April 2014, JANE DOE NO. 9 made adult videos for The Defendants at La Valencia in La  
20 Jolla and at a condo downtown. Before the shoots, GARCIA and WOLFE assured JANE DOE NO. 9  
21 they would not post the video online, they would not distribute the video in the United States, and that  
22 she would remain anonymous. They assured her there was nothing to worry about, promised her  
23 privacy, and said nobody she knew would see the videos.

24 106. They continued to make these representations when providing her with documents, which  
25 GARCIA and PRATT or WOLFE did not let JANE DOE NO. 9 thoroughly read, and they told her they  
26 were merely documents saying, "it was okay to film."

27 107. In or around June 2014, The Defendants released JANE DOE NO. 9's videos on  
28 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and



1 employer.

2 108. Also on information and belief, in or around June 2014, The Defendants, their subscribers,  
3 and/or third parties leaked JANE DOE NO. 9's real name and her contact information (social media,  
4 phone, email, etc.) on other websites, including, at least, the blog [www.pornwikileaks.com](http://www.pornwikileaks.com).

5 **JANE DOE NO. 10**

6 109. In March 2016, a prior woman who had just made a film referred JANE DOE NO. 10 to The  
7 Defendants.

8 110. That same month, JANE DOE NO. 10 corresponded with GARCIA and WOLFE by email and  
9 text message. They offered her \$5,000 to do an adult video. JANE DOE NO. 10 asked them where the  
10 video would be distributed. They told her they would not post the video online, they would not  
11 distribute the video in the United States, and that she would remain anonymous. They told her the  
12 ~~video was for a private collector in Australia only. They assured her there was nothing to worry about,~~  
13 promised her privacy, and said nobody she knew would see the videos. They had her speak with  
14 another women, who assured her the videos do not get leaked.

15 111. On July 12, 2015, JANE DOE NO. 10 made an adult video for The Defendants at The US Grant  
16 in San Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 10 they would not  
17 post the video online, they would not distribute the video in the United States, and that she would  
18 remain anonymous.

19 112. They continued to make these representations when providing her with documents, which  
20 GARCIA and WOLFE did not let JANE DOE NO. 10 thoroughly read.

21 113. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 10 the \$7,000 and  
22 only paid her \$2,000 (saying she looked old and deserved less).

23 114. In or around November 2015, The Defendants released JANE DOE NO. 10's video on  
24 [www.girlsdoporn.com](http://www.girlsdoporn.com) and other websites, which were then discovered by her family, friends, and  
25 employer.

26 115. Also on information and belief, in or around November 2015, The Defendants, their subscribers,  
27 and/or third parties leaked JANE DOE NO. 10's real name and her contact information (social media,  
28 phone, email, etc.) on other websites, including, at least, the blog [www.pornwikileaks.com](http://www.pornwikileaks.com). People

1 then harassed JANE DOE NO. 10 and her family through social media.

2 **JANE DOE NO. 11**

3 116. In March 2016, The Defendants posted an advertisement on Craigslist.com, seeking young  
4 women for adult modeling in Knoxville, Tennessee.

5 117. That same month, JANE DOE NO. 11 corresponded with WOLFE or PRATT by email and text  
6 message. They offered her \$5,000.00 to do an adult video. JANE DOE NO. 11 asked him where the  
7 video would be distributed. They told her they would not post the video online, they would not  
8 distribute the video in the United States, and that she would remain anonymous. They told her the  
9 video was for DVD in Australia only. They assured her there was nothing to worry about, promised  
10 her privacy, and said nobody she knew would see the videos. They had her speak with another women,  
11 who assured her the videos do not get leaked.

12 ~~118. On March 29, 2016, JANE DOE NO. 11 made an adult video for The Defendants at a hotel in~~  
13 San Diego. Before the shoot, GARCIA and ROE 251 ("Ted") assured JANE DOE NO. 11 they would  
14 not post the video online, they would not distribute the video in the United States, and that she would  
15 remain anonymous.

16 119. They continued to make these representations when providing her with documents, did not  
17 allow her to thoroughly read, and GARCIA represented the documents were "liability stuff and to  
18 protect their identities." In fact, JANE DOE NO. 11 asked GARCIA if anyone had ever found the  
19 videos or had seen him in the videos. He said no. The Defendants' makeup artist ("Riva") also assured  
20 her there was nothing to worry about.

21 120. Around May 1, 2016, The Defendants released JANE DOE NO. 11's video on  
22 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
23 employer.

24 121. Also on information and belief, around May 1, 2016, The Defendants, their subscribers, and/or  
25 third parties leaked JANE DOE NO. 11's real name and her contact information (social media, phone,  
26 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then  
27 harassed JANE DOE NO. 11 through social media, text message, and phone. JANE DOE NO. 11  
28 became depressed and debated suicide several times.

1 **JANE DOE NO. 12**

2 122. Around February 2015, The Defendants posted an advertisement on Craigslist.com, seeking  
3 young women for adult modeling in Knoxville, Tennessee.

4 123. That same month, JANE DOE NO. 12 corresponded with GARCIA and WOLFE by email and  
5 text message. They offered her \$5,000.00 to do adult videos. JANE DOE NO. 12 asked them where  
6 the videos would be distributed. They told her they would not post the videos online, they would not  
7 distribute the videos in the United States, and that she would remain anonymous. They told her the  
8 videos would never go on the Internet and was for DVD in Australia only. They assured her there was  
9 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They  
10 had her speak with another women, who assured her the videos do not get leaked.

11 124. On February 2, 2015 and February 5, 2015, JANE DOE NO. 12 made an adult video for The  
12 ~~Defendants at a hotel in San Diego and at a condo downtown, respectively. Before the shoot, GARCIA~~  
13 WOLFE assured JANE DOE NO. 12 they would not post the video online, they would not distribute  
14 the video in the United States, and that she would remain anonymous.

15 125. They continued to make these representations when providing her with documents, which they  
16 said were simply her agreeing to the amount she would be paid and to the video, and also distracted her  
17 while she was reading.

18 126. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 12 the \$5,000 and  
19 only paid her \$4,000.00 (saying she had cellulite on her legs).

20 127. Around April 2015, The Defendants released JANE DOE NO. 12's video on  
21 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
22 school.

23 128. Also on information and belief, around April 2015, The Defendants, their subscribers, and/or  
24 third parties leaked JANE DOE NO. 12's real name and her contact information (social media, phone,  
25 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO.  
26 12 became depressed, had nightmares, and lost/injured relationships with friends and family.

27 ///

28 ///

1 **JANE DOE NO. 13**

2 129. Around November 2015, The Defendants posted an advertisement on Craigslist.com, seeking  
3 young women for adult modeling in Knoxville, Tennessee.

4 130. That same month, JANE DOE NO. 13 corresponded with GARCIA (going by his alias  
5 "Jonathan") and ROE 251 (going by his alias "Ted") by email and text message. They offered her  
6 \$5,000 to do an adult video. JANE DOE NO. 13 asked them where the video would be distributed.  
7 They told her they would not post the video online, they would not distribute the video in the United  
8 States, and that she would remain anonymous. They told her the video would never go on the Internet  
9 and was for DVD in Australia only. They assured her there was nothing to worry about, promised her  
10 privacy, and said nobody she knew would see the videos. They had her speak with another women,  
11 who assured her the videos do not get leaked.

12 ~~131. On November 24, 2015, JANE DOE NO. 13 made an adult video for The Defendants at The~~  
13 Grand Hyatt Hotel in New York, New York (where The Defendants were traveling at the time). Before  
14 the shoot, GARCIA and ROE 251 assured JANE DOE NO. 13 they would not post the video online,  
15 they would not distribute the video in the United States, and that she would remain anonymous.

16 132. They continued to make these representations when providing her with documents, which they  
17 said were simply "summing up all they had talked about," and also distracted her and rushed her while  
18 she was reading.

19 133. GARCIA and ROE 251 then reneged on their promise to pay JANE DOE NO. 13 the \$5,000  
20 and only paid her \$3,000.00 (saying she had fat and cellulite on her legs, and they did not like her  
21 breasts).

22 134. Around January 10, 2016, The Defendants released JANE DOE NO. 13's video on  
23 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
24 school.

25 135. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,  
26 and/or third parties leaked JANE DOE NO. 12's real name and her contact information (social media,  
27 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People  
28 then harassed JANE DOE NO. 13 through social media, text message, and phone. JANE DOE NO. 13

1 became depressed and debated suicide.

2 **JANE DOE NO. 14**

3 136. Around July 2014, The Defendants posted an advertisement on Craigslist.com, seeking young  
4 women for adult modeling in New York, New York.

5 137. That same month, JANE DOE NO. 14 corresponded with GARCIA and WOLFE by email and  
6 text message. They offered her \$5,000 to do adult videos. JANE DOE NO. 14 asked them where the  
7 videos would be distributed. They told her they would not post the videos online, they would not  
8 distribute the videos in the United States, and that she would remain anonymous. They told her the  
9 videos would never go on the Internet and was for DVD in Australia only. They assured her there was  
10 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They  
11 had her speak with another women, who assured her the videos do not get leaked.

12 ~~138. Around July 15, 2014, JANE DOE NO. 14 made an adult videos for The Defendants in San~~  
13 Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 14 they would not post the  
14 video online, they would not distribute the video in the United States, and that she would remain  
15 anonymous.

16 139. They continued to make these representations when providing her with documents, which they  
17 said were simply "standard documents stating her name and age," and also distracted her and rushed  
18 her while she was reading.

19 140. Around June 2015, The Defendants released JANE DOE NO. 14's video on  
20 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and  
21 school.

22 141. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,  
23 and/or third parties leaked JANE DOE NO. 14's real name and her contact information (social media,  
24 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People  
25 then harassed JANE DOE NO. 14 and her family through social media, text message, and phone.

26 JANE DOE NO. 14 became depressed, lives in fear, and moved out of the country to Canada.

27 ///

28 ///

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **INTENTIONAL MISREPRESENTATION**

4 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

5 142. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
6 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

7 143. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
8 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any  
9 purported agreements), The Defendants represented: they would not post the videos online (or cause  
10 such publication), they would not distribute the videos in the United States (or cause such publication),  
11 and that The Plaintiffs would remain anonymous. The Defendants further represented at all times to  
12 ~~The Plaintiffs that would not cause the videos to be posted online or distributed in the United States.~~

13 The Defendants at all times assured The Plaintiffs there was nothing to worry about, promised privacy,  
14 and said nobody The Plaintiffs knew would see the videos. The Defendants caused other women to  
15 reiterate these representations to The Plaintiffs. Finally, The Defendants represented they would pay  
16 The Plaintiffs certain sums of money; as set forth above, some of The Plaintiffs did not receive the  
17 sums represented.

18 144. Those representations were false.

19 145. The Defendants intended that The Plaintiffs rely on the above representations when each young  
20 woman decided to make an adult video.

21 146. The Plaintiffs reasonably relied on the representations.

22 147. The Plaintiffs have been harmed by their reasonable reliance in that The Defendants published  
23 their videos online, published their videos in the United States, and released The Plaintiffs' real names.

24 148. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
25 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
26 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,  
27 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
28 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but

1 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs  
2 received for what they were told was *limited* distribution and what The Defendants profited through  
3 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the  
4 compensatory damages). The Plaintiff also seek injunctive relief.

5 149. The Defendants were acting individually and on behalf of each other when they made each of  
6 these representations and, when one of them made a representation, the others ratified the  
7 representation and/or knew of the misrepresentation and failed to correct it.

8 150. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
9 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
10 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
11 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
12 injured The Plaintiffs, as set forth above.

13 151. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
14 award of punitive damages pursuant to Section 3294 of the California Civil Code.

## 15 SECOND CAUSE OF ACTION

### 16 FRAUDULENT CONCEALMENT

17 **(All The Plaintiffs against All Named Defendants and ROES 1 – 500)**

18 152. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
19 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

20 153. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
21 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any  
22 purported agreements), The Defendants actively concealed their true identities (their individual names  
23 and, more importantly, the identity of [www.girlsdoporn.com](http://www.girlsdoporn.com), on which they intended to publish The  
24 Plaintiffs nude photos and sex acts). At all these times, they actively concealed the fact their true  
25 intention was to post the videos online and distribute them in the United States – or cause such  
26 publication and distribution. At all these times, The Defendants also concealed the facts regarding: (a)  
27 all of the other young women whose lives they have irreparably damaged earlier by The Defendants'  
28 video publication and promotion; (b) all of the other young women imploring them to stop and to take

1 down their videos; and (c) all of the complaints that they (and their legal counsel) have received from  
2 other young women and their families.

3 154. The Defendants owed The Plaintiffs duties to disclose this information as, among other reasons,  
4 they provided some information to The Plaintiffs during correspondence, and during contract and  
5 business negotiations.

6 155. The Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their  
7 website, their business, their video distribution, and the likelihood of injury to and harassment of The  
8 Plaintiffs.

9 156. The Defendants concealed these facts with the intent to induce The Plaintiffs to make the adult  
10 videos.

11 157. The concealed information was objectively material to any reasonable person and caused The  
12 Plaintiffs to make the adult videos.

13 158. The Plaintiffs justifiably relied on The Defendants' false representations.

14 159. The Defendants' failure to disclose these material facts to The Plaintiffs was substantial factor  
15 in causing their harm. Had The Plaintiffs known of the undisclosed facts, they would not have made  
16 the adult videos.

17 160. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
18 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
19 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,  
20 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
21 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but  
22 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs  
23 received for what they were told was *limited* distribution and what The Defendants profited through  
24 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the  
25 compensatory damages). The Plaintiff also seek injunctive relief.

26 161. The Defendants were acting individually and on behalf of each other when they made each of  
27 these omissions and, when one of them made an omission, the others ratified the omission and/or knew  
28 of the omission and failed to correct it.



1 162. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
2 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
3 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
4 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
5 injured The Plaintiffs, as set forth above.

6 163. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
7 award of punitive damages pursuant to Section 3294 of the California Civil Code.

### 8 **THIRD CAUSE OF ACTION**

#### 9 **FALSE PROMISE**

10 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

11 164. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
12 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

13 165. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
14 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any  
15 purported agreements), The Defendants made promises to The Plaintiffs that: they would not post the  
16 videos online (or cause such publication), they would not distribute the videos in the United States (or  
17 cause such publication), and The Plaintiffs would remain anonymous. The Defendants promised The  
18 Plaintiffs that would not cause the videos to be posted online or distributed in the United States. The  
19 Defendants promised The Plaintiffs there was nothing to worry about, promised privacy, and promised  
20 nobody they knew would see the videos. Finally, The Defendants represented they would pay The  
21 Plaintiffs certain sums of money; as set forth above, some of The Plaintiffs did not receive the sums  
22 represented.

23 166. The Defendants' affirmative promises were of material fact and important as The Plaintiffs  
24 would not have otherwise made the adult videos.

25 167. The Defendants did not intend to perform these promises at the times they made them, and have  
26 not performed as promised. The Defendants knew their promises were false and merely wanted The  
27 Plaintiffs to make the videos for The Defendants' benefit.

28 168. The Defendants intended to induce The Plaintiffs to alter their positions in reliance on the

1 promises by making the adult videos.

2 169. The Plaintiffs justifiably and reasonably relied on The Defendants' promises and The  
3 Defendants' affirmative promises were an immediate cause of The Plaintiffs' conduct.

4 170. The Defendants did not perform the promises.

5 171. As an actual and proximate cause of The Defendants' false promises and The Plaintiffs'  
6 justifiable reliance, The Plaintiffs were damaged in that The Defendants posted the videos online,  
7 distributed the videos in the United States, and released The Plaintiffs' names.

8 172. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
9 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
10 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,  
11 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
12 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but  
13 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs  
14 received for what they were told was *limited* distribution and what The Defendants profited through  
15 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the  
16 compensatory damages). The Plaintiff also seek injunctive relief.

17 173. The Defendants were acting individually and on behalf of each other when they made each of  
18 these omissions and, when one of them made a false promise, the others ratified it, and/or knew of the  
19 false promise and failed to correct it.

20 174. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
21 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
22 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
23 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
24 injured The Plaintiffs, as set forth above.

25 175. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
26 award of punitive damages pursuant to Section 3294 of the California Civil Code.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **NEGLIGENT MISREPRESENTATION**

3 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

4 176. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
5 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

6 177. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
7 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any  
8 purported agreements), The Defendants represented: they would not post the videos online (or cause  
9 such publication), they would not distribute the videos in the United States (or cause such publication),  
10 and that The Plaintiffs would remain anonymous. The Defendants further represented at all times to  
11 The Plaintiffs that would not cause the videos to be posted online or distributed in the United States.  
12 The Defendants at all times assured The Plaintiffs there was nothing to worry about, promised privacy,  
13 and said nobody The Plaintiffs knew would see the videos. The Defendants caused other women to  
14 reiterate these representations to The Plaintiffs.

15 178. The representations were false and although The Defendants may have honestly believed that  
16 the representations were true, they had no reasonable grounds for believing the representations were  
17 true when they made them.

18 179. The Defendants intended that The Plaintiffs would rely on the above representations in their  
19 decisions to make the adult videos.

20 180. The Plaintiffs reasonably relied on The Defendants' misrepresentations in their decisions to  
21 make the adult videos.

22 181. The Plaintiffs' reliance on The Defendants' false representations was a substantial factor in  
23 causing their harm in that The Defendants posted their videos online, published their videos in the  
24 United States, and released The Plaintiffs' names.

25 182. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
26 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
27 per plaintiff, and consists of, at least, compensatory damages, including, but not limited to the  
28 difference in value in what the parties exchanged (i.e., the money The Plaintiffs received for what they

1 were told was *limited* distribution and what The Defendants profited through *global* distribution).

2 **FIFTH CAUSE OF ACTION**

3 **MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]**

4 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

5 183. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
6 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

7 184. The Defendants used The Plaintiffs' names, likenesses, and/or identities without The Plaintiffs'  
8 permission, though fraud, and/or without promised consideration, including, without limitation, on The  
9 Defendants' websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release  
10 purporting to give The Defendants unconditional use of The Plaintiff's videos is unenforceable due to  
11 unclear terms, a lack of mental capacity/competence, mistake, undue influence, and/or The Defendants'  
12 unclean hands.

13 185. The Defendants' gained a commercial benefit by using The Plaintiffs' names, likenesses, and/or  
14 identities.

15 186. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
16 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
17 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,  
18 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
19 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but  
20 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs  
21 received for what they were told was *limited* distribution and what The Defendants profited through  
22 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the  
23 compensatory damages). The Plaintiff also seek injunctive relief.

24 187. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
25 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
26 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'  
27 names, likenesses, and/or identities at the time and place and via the manner set forth above; and (3)  
28 pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

1 188. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant  
2 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

3 **SIXTH CAUSE OF ACTION**

4 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

5 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

6 189. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
7 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

8 190. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, The  
9 Defendants knowingly used The Plaintiffs' names, voices, photographs, video, and likenesses to  
10 advertise or sell subscriptions to The Defendants' businesses.

11 191. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast  
12 or account, or with a political campaign.

13 192. The Defendants did not have The Plaintiffs' consent, obtained it through fraud, and/or without  
14 promised consideration. Finally, any release purporting to give The Defendants unconditional use of  
15 The Plaintiff's videos is unenforceable due to unclear terms, a lack of mental capacity/competence,  
16 mistake, undue influence, and/or The Defendants' unclean hands.

17 193. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was  
18 directly connected to The Defendants' commercial purpose.

19 194. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
20 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
21 per plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to,  
22 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
23 depression, embarrassment, mortification, shame, and fear; (b) compensatory damages and/or statutory  
24 damages, including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment  
25 damages (i.e., the money The Plaintiffs received for what they were told was *limited* distribution and  
26 what The Defendants profited through *global* distribution). The Plaintiff also seek injunctive relief.

27 195. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
28 Defendants had knowledge of and agreed to both the objective and course of action to injure The

1 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'  
2 names, voices, photographs, video, and likenesses at the time and place and via the manner set forth  
3 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.  
4 196. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant  
5 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

6 **SEVENTH CAUSE OF ACTION**

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

8 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

9 197. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
10 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

11 198. The Defendants concealed the fact they run an online pornography website. In order to get The  
12 Plaintiffs to make adult videos, The Defendants lied to The Plaintiffs about the distribution. They  
13 assured The Plaintiffs there was nothing to worry about and promised privacy. The Defendants knew  
14 all of the other young women whose lives they have irreparably damaged earlier by The Defendants'  
15 video publication and promotion; all of the other young women imploring them to stop and to take  
16 down their videos; and all of the complaints and they (and their legal counsel) have received from other  
17 young women and their families. The Defendants used The Plaintiffs' videos and names to  
18 commercially promote their websites and enrich themselves. This conduct was outrageous as it  
19 exceeded all bounds of common decency usually tolerated by a civilized society.

20 199. The Defendants intended to inflict the injuries stated herein upon The Plaintiffs, or the injuries  
21 were substantially certain to result from The Defendants' conduct.

22 200. The Defendants' outrageous conduct actually and proximately caused The Plaintiffs to suffer  
23 serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright,  
24 shock, nervousness, anxiety, depression, embarrassment, mortification, shame, fear, and – for some –  
25 consideration of suicide. The Plaintiffs have been harmed in an amount to be proven at trial, but that is,  
26 at least, \$500,000 per plaintiff.

27 201. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
28 Defendants had knowledge of and agreed to both the objective and course of action to injure The

1 Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, The Defendants intentionally  
2 inflicted severe emotional distress upon The Plaintiffs at the time and place and via the manner set forth  
3 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

4 202. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
5 award of punitive damages pursuant to Section 3294 of the California Civil Code.

## 6 EIGHTH CAUSE OF ACTION

### 7 NEGLIGENCE

8 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

9 203. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
10 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

11 204. In their transactions and dealings with The Plaintiff, The Defendants had a duty to use ordinary  
12 care and to prevent injury to The Plaintiffs based on the foreseeability of harm to The Plaintiffs, the  
13 degree of certainty The Plaintiff would suffer injuries, the closeness of connection between The  
14 Defendants' actions and The Plaintiffs' injuries, the moral blame attached to The Defendants' conduct,  
15 the policy of preventing future harm, and the extent of The Defendants' burden and the consequences to  
16 the community of imposing duty and liability.

17 205. The Defendants' above-described actions and omissions (e.g., lying about and concealing the  
18 fact they run an online pornography website upon which they planned to post the videos; and assuring  
19 The Plaintiffs there was nothing to worry about – all while knowing that release of the videos would  
20 cause harassment and severe emotional damage), breached the duty of care.

21 206. The Defendants' breach of the duty of care actually and proximately caused The Plaintiffs harm  
22 in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least:  
23 (a) serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of  
24 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame,  
25 and fear; (b) compensatory damages, including, but not limited to the difference in value in what the  
26 parties exchanged (i.e., the money The Plaintiffs received for what they were told was *limited*  
27 distribution and what The Defendants profited through *global* distribution); and (c) restitution / unjust  
28 enrichment damages (same calculation as the compensatory damages). The Plaintiff also seek

1 injunctive relief.

2 **NINTH CAUSE OF ACTION**

3 **BREACH OF CONTRACT**

4 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

5 207. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
6 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

7 208. The Plaintiffs entered into oral agreements with The Defendants whereby The Plaintiffs agreed  
8 to make their respective videos with the conditions: they would not post the videos online (or cause  
9 such publication), they would not distribute the videos in the United States (or cause such publication),  
10 and they would ensure their privacy and anonymity.

11 209. The Plaintiffs performed all of their obligations under the agreements; in particular, they  
12 participated in the video shoots.

13 210. All conditions required for The Defendants' performances occurred, but they breached the  
14 contract by distributing and/or causing the videos to be posted online and in the United States, and by  
15 failing to ensure The Plaintiffs' privacy and anonymity. Also, as set forth above, some of The Plaintiffs  
16 did not receive the sums agreed upon for their video(s).

17 211. As an actual and proximate cause of The Defendants' breach, The Plaintiffs were damaged in an  
18 amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

19 **TENTH CAUSE OF ACTION**

20 **PROMISSORY ESTOPPEL**

21 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

22 212. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
23 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

24 213. The Defendants made clear and unambiguous promises to The Plaintiffs that: they would not  
25 post the videos online (or cause such publication), they would not distribute the videos in the United  
26 States (or cause such publication), and they would ensure their privacy and anonymity.

27 214. The Plaintiffs relied on these promises in that they made the videos.

28 215. The Plaintiffs' reliance was both reasonable and foreseeable.



1 216. The Plaintiffs were injured as a result in that The Defendants distributed or cause the  
2 distribution of the videos online and in the United States, and failed to ensure The Plaintiffs' privacy  
3 and anonymity.

4 217. Injustice can be avoided only by an award of compensatory and consequential damages in the  
5 amount of, at least, \$500,000 per plaintiff.

6 **ELEVENTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

8 **(All The Plaintiffs against All Named Defendants and ROES 1 - 500)**

9 218. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
10 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

11 219. The Defendants' conduct constitutes a "business practice" under Business & Professions Code,  
12 Section 17200, et seq. ("Section 17200").

13 220. The Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it  
14 violates common and California statutory law. The Defendants' "business practice" constitutes  
15 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the  
16 public.

17 221. The Defendants intended their conduct to cause – and it did so cause – The Plaintiffs to suffer  
18 economic injury in fact and caused The Defendants to receive ill-gotten gains. The Plaintiffs were  
19 damaged – and The Defendants unjustly enriched - in an amount to be proven at trial, but believed to  
20 be, at least, \$500,000 per plaintiff. As such, The Plaintiffs have individual standing under Section  
21 17200.

22 222. Pursuant to the remedies provisions of Section 17200: The Defendants owe The Plaintiffs  
23 restitution of The Plaintiffs' property (e.g., videos and images); the Court should enjoin The  
24 Defendants' violative conduct; and the Court should issue the maximum civil penalties permitted.

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1 **TWELTH CAUSE OF ACTION**

2 **FRAUDULENT TRANSFER**

3 **(All The Plaintiffs against All The Named Defendants and ROES 475 - 550)**

4 223. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
5 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

6 224. The Plaintiffs have a right to payment from The Defendants for the claims in this action and are,  
7 thus, creditors.

8 225. On information and belief, The Defendants transferred The Plaintiffs' videos and the revenue  
9 generated therefrom to defendant Oh Well Media Limited (a sham entity in Vanuatu used to hide  
10 assets) and ROES 200 – 250 with the intent to hinder, delay, or defraud The Plaintiffs in their collection  
11 efforts on the subject claims.

12 226. The Plaintiffs were harmed as, among other things, they still have not received compensation  
13 for the claims in this action.

14 227. The Defendants' conduct was a substantial factor in causing The Plaintiffs' harm.

15 228. The Defendants' actions were fraudulent and malicious and therefore warrant an award of  
16 punitive damages pursuant to Section 3294 of the California Civil Code.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, The Plaintiffs pray for judgment against The Defendants as follows:

- 3 A. For compensatory damages of, at least, \$7,000,000;
- 4 B. For restitution and ill-gotten gains/unjust enrichment;
- 5 C. For civil penalties;
- 6 D. For an injunction;
- 7 E. For punitive damages;
- 8 F. For attorney fees;
- 9 G. For prejudgment interest;
- 10 H. For costs of suit; and
- 11 I. For such other and further relief as the Court deems just and proper.
- 12

13 Date: December 13, 2016

By: /s/ John J. O'Brien

Robert Hamparyan

John J. O'Brien

Brian M. Holm

**Attorneys for Plaintiffs**

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